



# **GALVESTON COUNTY, TEXAS**

**COMMISSIONERS COURT** 722 Moody, County Courthouse, Galveston, Texas 77550 (409) 766-2244

Mark Henry County Judge      Patrick Doyle Commissioner, Precinct 1      Kevin O'Brien Commissioner, Precinct 2      Stephen Holmes Commissioner, Precinct 3      Ken Clark Commissioner, Precinct 4

## **SPECIAL MEETING-AGENDA APRIL 10, 2012 – 9:30 A.M.**

**CONSENT AGENDA:** ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 765-2244.

1. Call to Order Specially Scheduled Meeting - 9:30 a.m.
- \*2. Order for *Supplemental Payroll period ending 3/28/12 Bi-Weekly #7* submitted by the County Auditor's Office.
- \*3. Consideration of *Approval- Accounts Payable Check # 352571*-Beirne Maynard and Parson LLP (check deferred at 2/21/12 meeting) submitted by the Treasurer.
- \*4. Receive and file *Summary of Bi-Weekly Personnel Movements pay period 7, March 15 - 28, 2012* submitted by Human Resources.
- \*5. Consideration of approving *the following contracts for service* submitted by Information Technology.
  - a. Consideration of 6 month's Xerox Extension Letter.
  - b. Consideration of Managed Services Order reduction of cost.
  - c. MTM additional support for Citrix \$8,000.00.
- \*6. Consideration of *ratifying the County Judge's signature* on Reimbursement request 3 to the General Land Office for CDBG Infrastructure submitted by Director of Community Services.
- \*7. Consideration of *ratifying the County Judge's signature* on the Certification of Local Government Approval for The Salvation Army to submit a Texas 2012 ESC Application submitted by Director of Community Services.
8. **County Legal**

- a. Consideration of Execution of a Commitment to Partial Use of Funds to be spent for dune restoration and shore line protection in front of County Beach Pocket Park #2 and an MOU relating to repairs of the Beach Pocket Parks with the Park Board of Trustees of the City of Galveston submitted by County Legal on behalf of the Parks Department.
- b. Consideration of Authorizing County Legal to close on the purchase of a 64.04 acre tract of land, more or less, located in the Anthony Hatch survey in the unincorporated community known as Bacliff from Joseph Maxwell Teare, Jr. and wife, Gay K. Teare submitted by County Legal on behalf of County Commissioner, Pct. 1.

**9. Human Resources**

- a. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Director of Parks-Parks and Senior Services.
- b. Consideration of new position adoption- CDBG Project Coordinator.
- c. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for CDBG Project Coordinator-Professional Services.

**10. Adjourn Special Meeting**

**Appearances before Commissioners Court**

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court member to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

**WORKSHOP WILL BEGIN IMMEDIATELY AFTER  
COMMISSIONERS COURT ADJOURNS**

**WORKSHOP AGENDA**

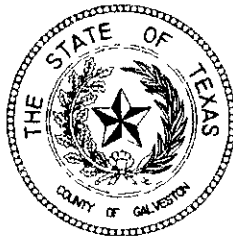
- 1. Discuss procedure to fill the vacancy in the office of the Justice of The Peace, Precinct 7.

\*\*\*

AGENDA

ITEM

#2



**THE COUNTY OF GALVESTON**  
COUNTY AUDITOR'S OFFICE  
P O Box 1418  
GALVESTON, TEXAS 77553

**Cliff Billingsley, CPA**  
County Auditor

**Ron Chapa, CPA**  
First Assistant, Director of Auditing

**Jeff Modzelewski, CPA**  
First Assistant, Director of Accounting

**La Toya Jordan**  
First Assistant, I T System

Honorable Judge Mark Henry  
And Members of the Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas

April 10, 2012

I hand you the following item for action at the meeting of Commissioners' Court

Order for Supplemental Payroll period ending 3/28/2012 Bi-weekly # 7

A handwritten signature in black ink, reading "Cliff Billingsley". The signature is written in a cursive, flowing style.

Cliff Billingsley  
County Auditor  
County of Galveston, Texas

## ORDER

On this the 10<sup>th</sup> day of April 2012, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge  
Patrick Doyle, Commissioner, Precinct No 1  
Kevin D O'Brien, Commissioner, Precinct No 2  
Stephen Holmes, Commissioner, Precinct No 3  
Ken Clark, Commissioner, Precinct No 4 and  
Dwight D Sullivan, County Clerk **Absent**

when the following proceedings, among others, were had to-wit


Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending March 28th, 2012 and being salary warrant numbers PY0333248. The gross amount of such warrants are estimated \$ 806.13 for Supplemental Payroll #707, 2012.

UPON MOTION OF COUNTY JUDGE MARK HENRY AND SECONDED

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 10TH DAY

OF April, 2012 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS


  
Mark Henry, County Judge

ATTEST

  
Dwight D. Sullivan  
County Clerk

By:   
Mark R. Ross, Deputy

RECOMMENDED

  
Cliff Billingsley, CPA  
County Auditor

AGENDA

ITEM

#3

KEVIN C. WALSH, CPA, GALVESTON COUNTY TREASURER, (409) 770-5395  
Vendor No 713772 Vendor Name BEIRNE MAYNARD & PARSONS LLP

Check No AP00352571  
Check Date 02/14/2012

Our Claim No	Our P O No	Invoice No	Gross	Discount	Net Amount
EN	C205046	239394	1,179 41		1,179.41
EN	C205046	239790	6,780 12		6,780 12
TOTAL			7,959 53		7,959 53

VENDOR COPY

THE FACE OF THIS DOCUMENT HAS A MULTI-COLORED BACKGROUND ON WHITE PAPER



KEVIN C. WALSH, CPA  
GALVESTON COUNTY TREASURER  
(409) 770-5395  
722 Moody Ave, 4th Floor  
Galveston, Texas 77550

PROSPERITY BANK  
www.prosperitybanktx.com

88-2265/1131-59 AP00352571  
02/14/2012

\*\*\*\*\* \$7,959.53  
SEVEN NINE FIVE NINE CTS CTS

PAY SEVEN THOUSAND NINE HUNDRED FIFTY-NINE AND 53/100

PAY TO THE ORDER OF  
BEIRNE MAYNARD & PARSONS LLP  
1300 POST OAK BLVD. 25TH FLOOR  
HOUSTON, TX 77056

*Cliff Billings*  
County Auditor  
*Dwight L. Sullivan*  
County Clerk  
*Kevin C. Walsh*  
County Treasurer

SECURITY FEATURES INCLUDED. DETAILS ON BACK

00352571 113122655 7431861

0000795953

**BEIRNE, MAYNARD & PARSONS, L.L.P.**

P O BOX 27457  
 HOUSTON, TEXAS 77227-7457  
 TELEPHONE (713) 623-0887  
 FACSIMILE (713) 960-1527  
 FEDERAL TAX ID 76-0208646

Galveston County, Texas  
 c/o Hon. Mark Henry  
 722 21st Street  
 Galveston, TX 75550

December 1, 2011  
 Invoice No. 239394  
 Ref. No. 005032.105773  
 Billing Attorney: MDB

RE: Galveston County/ Redistricting

**PRIVILEGED AND CONFIDENTIAL COMMUNICATION**

The detail in this document is confidential and subject to privileges, including the attorney-client and/or work product privilege.

FOR PROFESSIONAL SERVICES rendered through November 30, 2011  
 in connection with the following:

			HOURS	AMOUNT
<hr/>				
L100	Case Assessment, Development and Administration			
<hr/>				
L120	Analysis/Strategy			
<hr/>				
11/04/11	JMN	A104	2.00	730.00
	Work on motions and argument with Dept. of Justice for filing in D.C. court.			
		SUBTOTAL		\$730.00
		PHASE TOTAL		\$730.00
<hr/>				
	Total Services		2.00	\$730.00
<hr/>				

Joseph M. Nixon                      2.00 hours at \$ 365.00 =                      730.00

	AMOUNT
E103 - Word Processing	17.50
E107 - Delivery Services/Messengers	61 01
E110 - Out-of-Town Travel	370.90
	<hr/>

(Continued on next page)



**BEIRNE, MAYNARD & PARSONS, L.L.P.**

December 1, 2011  
Ref. No. 005032.105773

Page 2  
Invoice No. 239394

**PRIVILEGED/CONFIDENTIAL: ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT**

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Total Expenses \$449.41

Total Invoice \$1,179.41  
=====

Calendar year to date fee total \$56,210.00

Calendar year to date expense total \$1,780.74

Life to date fee total \$56,210.00

Life to date expense total \$1,780.74

**BEIRNE, MAYNARD & PARSONS, L.L.P.**

December 1, 2011  
Ref. No. 005032.105773

Page 3  
Invoice No 239394

**PRIVILEGED/CONFIDENTIAL: ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT**

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**TASK CODE SUMMARY  
(CURRENT BILLING PERIOD)**

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L120	Analysis/Strategy	\$730.00
L100	Case Assessment, Development and Administration	<u>\$730.00</u>

**BEIRNE, MAYNARD & PARSONS, L.L.P.**

P O BOX 27457  
HOUSTON, TEXAS 77227-7457  
TELEPHONE (713) 623-0887  
FACSIMILE (713) 960 1527  
FEDERAL TAX ID 76-0208646

Galveston County, Texas  
c/o Hon Mark Henry  
722 21st Street  
Galveston, TX 75550

January 1, 2012  
Invoice No. 239790  
Ref. No 005032 105773  
Billing Attorney. MDB

RE Galveston County/ Redistricting

**PRIVILEGED AND CONFIDENTIAL COMMUNICATION**

The detail in this document is confidential and subject to privileges, including the attorney-client and/or work product privilege *WPH*

FOR PROFESSIONAL SERVICES rendered through December 31, 2011  
in connection with the following

			HOURS	AMOUNT
<hr/>				
L100	Case Assessment, Development and Administration			
<hr/>				
L120	Analysis/Strategy			
<hr/>				
12/15/11	JET	A105	0 30	109 50
	Conference with Mr Joe Nixon regarding answer in lawsuit.			
12/16/11	JMN	A104	2 00	730 00
	Work on answer for suit and conference with Trey Trainor regarding handling issues remaining in suit and effort of new filing deadline			
12/16/11	JET	A105	0.50	182 50
	Conference with Mr Dale Oldham and Mr. Joe Nixon regarding statewide redistricting court issuance of order to move the primary to April 2012			
12/19/11	JMN	A103	2 00	730 00
	Receipt and review of letter requesting additional information regarding pre-clearance, confer with Trey Trainor regarding same and needed response, e-mails with Commissioner Doyle regarding letter from Dept of Justice			

(Continued on next page)

**BEIRNE, MAYNARD & PARSONS, L.L.P.**

January 1, 2012  
Ref No 005032 105773

Page 2  
Invoice No 239790

**PRIVILEGED/CONFIDENTIAL: ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT**

			HOURS	AMOUNT
12/19/11	JET	A104	0.50	182.50
	Review request for additional information received from the U S. Department of Justice regarding the administrative preclearance submissions of commissioner and justice of the peace redistricting plans			
12/27/11	JMN	A104	0 50	182 50
	Receipt of additional and requested information for supplemental filing and review same.			
			SUBTOTAL	\$2,117 00

**L140 Document/File Management**

12/12/11	NTA	A110	0.40	146.00
	Review amended order of three judge panel, confer with Mr Nixon regarding strategy issues.			
			SUBTOTAL	\$146.00

**L190 Other Case Assessment, Development and Administration**

12/05/11	JET	A107	0.50	182.50
	Telephone conversation with Brittany from the Department of Justice regarding questions surrounding the changes to commissioner and justice of the peace lines, as requested, e-mail a copy of the 1992 Consent Judgment to the Justice Department			
12/12/11	JET	A105	1.00	365.00
	Telephone conference with Mr. Joe Nixon and Mr Dale Oldham to discuss amended court order			

(Continued on next page)

BEIRNE, MAYNARD & PARSONS, L.L.P.

January 1, 2012  
Ref No 005032 105773

Page 3  
Invoice No. 239790

PRIVILEGED/CONFIDENTIAL: ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT

			HOURS	AMOUNT
			SUBTOTAL	\$547 50
			PHASE TOTAL	\$2,810.50
<hr/>				
L200 Pre-Trial Pleadings and Motions				
<hr/>				
L210 Pleadings				
<hr/>				
12/12/11	JET	A104	0 70	255.50
	Review supplemental brief filed by Plaintiffs			
12/12/11	JET	A104	0 70	255 50
	Review amended order with from the court			
12/19/11	JET	A106	0.10	36 50
	Facsimile copy of DOJ request for additional information to Judge Henry and call to confirm his receipt			
12/20/11	JET	A103	6.00	2,190 00
	Draft initial response to the Department of Justice request for additional information dated December 20, 2011, e-mail draft to Mr Joe Nixon and Mr. Dale Oldham for review, editing and comment			
			SUBTOTAL	\$2,737 50
			PHASE TOTAL	\$2,737 50
<hr/>				
L400 Trial Preparation and Trial				
<hr/>				
L440 Other Trial Preparation and Support				
<hr/>				
12/09/11	NTA	A104	0.30	109.50
	Review order of three judgment panel vacating temporary injunction and confer with Mr. Nixon regarding same			

(Continued on next page)

BEIRNE, MAYNARD & PARSONS, L.L.P.

January 1, 2012  
Ref No. 005032 105773

Page 4  
Invoice No 239790

PRIVILEGED/CONFIDENTIAL: ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT

	HOURS	AMOUNT
SUBTOTAL		\$109 50
PHASE TOTAL		\$109.50
Total Services	15 50	\$5,657 50

N. Terry Adams, Jr	0 70 hours at \$ 365.00 =	255 50
Joseph M. Nixon	4.50 hours at \$ 365 00 =	1,642.50
James E. "Trey" Trainor,	10.30 hours at \$ 365.00 =	3,759.50

	AMOUNT
E101 - Copying	10 58
E107 - Delivery Services/Messengers	19.06
E110 - Out-of-Town Travel	830.00
E113 - Subpoena Fees	250 00
E124 - Other	12 98

Total Expenses	\$1,122 62
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Total Invoice	\$6,780.12
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Calendar year to date fee total	\$5,657 50
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Calendar year to date expense total	\$1,122.62
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Life to date fee total	\$61,867 50
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Life to date expense total	\$2,903 36
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**BEIRNE, MAYNARD & PARSONS, L.L.P.**

January 1, 2012  
Ref No 005032 105773

Page 5  
Invoice No 239790

**PRIVILEGED/CONFIDENTIAL: ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT**

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**TASK CODE SUMMARY  
(CURRENT BILLING PERIOD)**

---

L120	Analysis/Strategy	\$2,117.00
L140	Document/File Management	\$146.00
L190	Other Case Assessment, Development and Administ	\$547 50
<b>L100</b>	<b>Case Assessment, Development and Administration</b>	<b>\$2,810.50</b>
L210	Pleadings	\$2,737.50
<b>L200</b>	<b>Pre-Trial Pleadings and Motions</b>	<b>\$2,737.50</b>
L440	Other Trial Preparation and Support	\$109 50
<b>L400</b>	<b>Trial Preparation and Trial</b>	<b>\$109.50</b>

**BEIRNE, MAYNARD & PARSONS, L.L.P.**

P O BOX 27457  
HOUSTON, TEXAS 77227-7457  
TELEPHONE (713) 623-0887  
FACSIMILE (713) 960-1527  
FEDERAL TAX ID 76-0208646

Galveston County, Texas  
c/o Hon. Mark Henry  
722 21st Street  
Galveston, TX 75550

January 1, 2012  
Invoice No 239790  
Ref No. 005032.105773  
Billing Attorney. MDB

**PRIVILEGED AND CONFIDENTIAL COMMUNICATION**

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**R E M I T T A N C E C O P Y**

RE· Galveston County/ Redistricting

Total Fees	\$5,657 50
Total Expenses	\$1,122 62
Total Invoice	\$6,780.12

**OUTSTANDING INVOICES**

Date	Invoice No.	Amount	Credit	Balance Due
11/01/11	239149	17,969 43	0.00	17,969 43
12/01/11	239394	1,179 41	0.00	1,179 41
TOTAL PRIOR DUE				\$19,148 84
TOTAL AMOUNT DUE				\$25,928.96



AGENDA

ITEM

#4

# Summary of Bi-Weekly Personnel Movements

Pay Period # 7 March 15 - 28, 2012

Pay Period # 7      March 13 - 20, 2012																				
Department	Positions		Current Appointments					Current Movements					Current Separations					Total		
	Budgeted		FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol		Retire	Death
General Government	100							0							0					0
Facilities	200							0							0					0
Professional Services	60							0							0					0
Road District #1	40							0			2				2					0
County Judge	40							0							0					0
County Commissioners	80							0							0					0
Tax Office	510							0	1						1					0
County Auditor	330							0							0					0
County Clerk	430							0							0					0
County Clerk Records Mgmt	90							0							0					0
County Clerk Elections	50							0							0					0
Purchasing Agent	80							0							0					0
County Treasurer	70							0							0					0
Veterans Service	30							0							0					0
Human Resources	50							0							0					0
County Legal	60							0							0					0
Justice Administration	60							0							0	1				1
District Courts	190							0							0					0
County Courts	90							0							0					0
County Probate Court	60							0							0					0
Justice Courts	440							0							0					0
District Clerk	500		1					1	1		1				2	1				0
District Attorney/Jury & Trial	730							0							0	1				1
Pre-Trial Release	70							0							0					0
Sheriff	5130							0	2			1			3	1				1
Constables	460				1			1							0					0
Social Services	120							0							0					0
Child Welfare	10							0							0					0
Senior Services	220							0							0					0
Emergency Management	60							0							0					0
Extension Services	90							0							0					0
County Engineer	70							0							0					0
Building Inspector	20							0							0					0
Community Services	30							0							0					0
Information Technology	510							0							0					0
County Parks	440		1					1							0					0
Beach Parks	20							0							0					0
Museum	20							0							0					0
Road & Bridge/Drainage/Beach	730		3					3							0					0
County Health District	90							0							0					0
Law Library	10							0							0					0
Juvenile Probation	680							0							0	1				1
Courthouse Security	40							0							0					0
Mosquito Control	130							0							0					0
Right of Way	10							0							0					0
Seawall Maintenance	60							0							0					0
Housing & Economic Dev	60							0							0					0
Grand Total	13280		5	0	1	0	0	6	4	0	3	1	0	0	8	4	0	0	0	4
Job Applications Received	172																			

## Galveston County Human Resources Department

03/30/2012 11 22 53

## \*\*Galv Cnty Production\*\*

## Employee Pay Assignment Changes for Payroll Period 3/15/2012 thru 3/28/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
121000	Justice Administration	WHEELER, AMANDA L	FTBE	5 CASE MANAGEMENT		3/23/2012	12A1	\$30,065	1,156 38 B	TERMINATION
126100	District Clerk	MURPHY, NANCY	FTBE	19 SR DEPUTY DISTRICT CLERK	3/22/2012		12A1	\$30,065	1,156 38 B	PROMOTION
126100	District Clerk	VAUGHN, LOIS A	FTBE	46 DEPUTY DISTRICT CLERK-FTMP	3/24/2012		10A1	\$27,238	1,047 62 B	REASSIGNMENT
126100	District Clerk	BOYSEN, SHEREEN	PTNH	523 COURT CLERK COORDINATOR	3/26/2012		14A1	\$33,196	15 96 H	APPOINTMENT
127100	District Attorney	PARKER MATTHEW D	FTBE	43 FRAUD EXAMINER		3/28/2012	21B1	\$50,498	1,942 24 B	TERMINATION
151480	Road District #1	ENRIQUEZ JR, JOE A	FTBH	7 TOLL COLLECTOR	3/15/2012		05R1	\$32,377	1,245 30 B	REASSIGNMENT
151480	Road District #1	ENRIQUEZ SR, MICHAEL	FTBH	4 TOLL COLLECTOR	3/15/2012		05R1	\$32,377	15 56 H	REASSIGNMENT
151500	Tax Assessor/Collector	DOMINICK, LATONYA R	FTBE	9 PROPERTY TAX SPECIALIST	3/16/2012		11A1	\$28,617	1,100 66 B	PROMOTION
211133	Corrections-Sheriff	FERGUSON, ANDREW J	FTBE	143 DEPUTY IV	3/27/2012		16H1	\$43,544	1,674 79 B	CAREER LADDER
211133	Corrections-Sheriff	MARTINEZ, NICHOLAS A	FTBE	125 DEPUTY I		3/19/2012	13D1	\$34,016	1,308 34 B	TERMINATION
211133	Corrections-Sheriff	PIEL, RODNEY	FTBE	116 CORRECTIONS-ENTRY	3/22/2012		12D1	\$32,377	1,245 30 B	TRANSFER
211133	Corrections-Sheriff	SCOTT, BELINDA R	FTBE	30 DEPUTY V	3/15/2012		17J1	\$48,064	1,848 65 B	CAREER LADDER
223500	Constable Pet #5 - Montez	AVENDANO JR, RICHARD	PTNH	5 BAILIFF-PRECINCT 5	3/20/2012		0000	\$2,725	2 62 H	APPOINTMENT
255100	Adult Probation	COPPOLA, FRANCESCO	WFTBE	20 ASSISTANT SUPERVISOR	3/15/2012		0000	\$38,920	1,496 95 B	PROMOTION
255100	Adult Probation	HENDERSON, ANTHONY	QFTBE	21 ASSISTANT SUPERVISOR	3/15/2012		0000	\$37,204	1,430 96 B	PROMOTION
255100	Adult Probation	THOMPSON, SHELLY M	FTBE	9 ASSISTANT SUPERVISOR	3/15/2012		0000	\$36,515	1,404 46 B	PROMOTION
255110	Special Substance Abuse	MILLER, JARVIS D	FTBE	49 ASSISTANT SUPERVISOR	3/15/2012		0000	\$39,050	1,501 95 B	PROMOTION
256118	Detention	CAPTAIN, COURTNEY R	PTNH	501 JUVENILE SUPERVISION		3/28/2012	12B1	\$15,028	14 45 H	TERMINATION
296100	Flood Control	MILLENDER, GERRY	FTBE	3 HEAVY EQUIPMENT OPERATOR	3/15/2012		09A1	\$25,925	997 14 B	APPOINTMENT
312120	F M Lateral Road	FUENTES SR, DAVID J	FTBE	49 HEAVY EQUIPMENT OPERATOR	3/22/2012		09A1	\$25,925	997 14 B	APPOINTMENT
312120	F M Lateral Road	JONES, JAMES E	FTBE	69 HEAVY EQUIPMENT OPER II	3/27/2012		10A1	\$27,238	1,047 62 B	APPOINTMENT
522020	Parks Division	ANDERS, JOHN J	PTNH	506 PARK AIDE SEASONAL	3/26/2012		02C1	\$9,640	9 27 H	APPOINTMENT

HRB\_PAYAS\_PERIOD | Kathy Branch | Pay Assignments for Pay Period

\* Rate Type H = Hourly, B = Biweekly Salary

AGENDA

ITEM

*#5a*



County of Galveston  
Information Technology Department  
Xerox

County of Galveston  
722 Moody Ave  
Galveston, TX 77550  
March 26, 2012

Mike Nayes  
Strategic Business Unit Director  
Southwest Operations  
Xerox Corporation  
1001 West Loop South Suite 500  
Houston, TX 77027

Dear Mike Nayes

This letter serves to inform you that the County of Galveston requests an extension of the Managed Services Order #7036994-001 enacted under DIR Contract #DIR-SDD-497 as County Contract #CM07194 for **6 months** without alteration of terms and conditions therein. The extension effective date shall be the date of current contract expiration, and extend to **December 27, 2012**.

Sincerely,

JJ Allen  
Galveston County IT Department Administrative Coordinator  
Galveston, Texas

\*Pending approval of Galveston County Commissioners Court

Galveston County

By   
Member of Governing Body

Xerox

By   
Xerox Representative

AGENDA

ITEM

#5b

## Managed Services Order

under MSO # 7036994-001

**Bullseye** COUNTY OF GALVESTON  
P O BOX 1418  
GALVESTON, TX 77553-1418



### Services Provided

#### Service

#### Description

Centralized Print Services (CPS)

CPS brings production focused, in-house and commercial, print spending under a single point of control. It utilizes experienced document production experts, advanced digital printing technology, and workflow and applications such as print on demand, web-to-print, and 11 marketing.

Xerox Office Services (XOS)

XOS is a managed print service that optimizes the office output infrastructure. It establishes a balanced deployment of devices providing information security, regulatory compliance, and preemptive support, while enabling continuous improvement and business process innovation.

### Order Summary

#### Agreement

#### Pricing

**Order Pricing Date**  
4/1/2012

**Issued per Managed Services Agreement #**  
7036994

**Addenda / Attachments to this Order**  
• None

#### Total for this Order

Net Monthly Minimum Charge (\$6,409.00)  
Additional Print Charges (additional to Monthly Minimum Charge) See Meter Pricing Plan

### Authorized Signature

Your signature indicates your agreement to the items and pricing in this Order

Signer JJ Alt-n

Phone 409-766-6013

Customer Authorized Signature

*Mark Young*

Date

5-11-12

Thank You for your business!

This agreement is proudly presented by Xerox and  
435g Cty Galveston

For information on your Xerox Account,  
Please see your Sales Representative

The Services and Products identified in this Order ("MSO") are subject solely to the terms of either (1) the identified Managed Services Agreement ("MSA") under which this MSO is issued, its addenda, attachments and exhibits, the addenda/attachments of the MSO and the Statement(s) of Work issued under this MSO or (2) to the terms of Xerox's standard form MSA, its addenda, attachments and exhibits, the addenda/attachments of the MSO or the Statement(s) of Work to the extent the subject matter relating to the Services and Products identified on this MSO is not addressed in the identified MSA or MSO

## Managed Services Order

under MSO # 7036994-001



### Services Removed or Changed

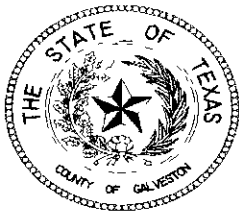
Item	Category	Description	Type	Transaction Type
1	Staffing and Management Services	Texas (Houston) Non-Exempt	N/A	Removal



AGENDA

ITEM

#5c



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request.	4/4/12	Department	Information Technology				
Renewal Contract	No	Orgkey.	1101159100	Object Code:	5481000		
Contract Start Date	4//10/2012	Vendor	MTM				
Contract End Date	4/10/2013	Vendor No	707530	Contract No	ORIGINAL CM 11051		
Description	Additional Support Hours for Citrix						
Contract # Issued By Purchasing		CM 12121		Requested Legal Review		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Contract Services	5481000						
Totals		-	-	-	-	-	-
Total Cost		8,000. <sup>00</sup>					

Approved By	Date	Signature
<del>Department Head</del> Admin Coord Assistant Purchasing Agent	3-4-12	<i>[Signature]</i>
	4/4/2012	<i>[Signature]</i>
County Legal	4/4/2012	<i>[Signature]</i>

Contract listed in Budget Documentation (Yes/No) No

County Budget Office

*[Signature]* 4/4/2012  
 for Mr. [Signature]



## Making Technology Matter Block of Time Agreement

**Overview.** This Block of Time Agreement specifies MTM's hourly rates, overtime multipliers, and business hours for a specific block of time. By signing this Block of Time Agreement, Customer agrees to pay for all hours and associated hourly rates within the specific credit terms granted by MTM to Customer for work performed under this Agreement. Signed by a representative authorized by Customer, this Block of Time Agreement will allow for scheduled onsite services, remote services, or remote support ("Services") to be delivered by MTM for Customer's benefit. This Block of Time Agreement will end one year from the date signed below ("Effective Date") or when hours are depleted.

**Purpose.** Immediately upon arrival at the Customer's site, the MTM consultant and designated Customer personnel will meet to discuss the objectives, tasks, and other technical and business-related information relevant to this engagement. The consultant and Customer representative will agree on what tasks can be accomplished given the amount of time contracted. In the event it is anticipated additional time may be required to complete the requested tasks/objectives, the Customer may request additional time via MTM's Change Authorization Process.

**Change Authorization Process.** When both parties mutually agree to change the Scope of Services, MTM shall prepare a written description of the agreed change (called a "Change Authorization") that both parties must sign. The terms of a Change Authorization prevail over the terms of this Block of Time Agreement and any of its previous Change Authorizations.

### Service Descriptions and Rates.

	Quantity	Hourly Rate	Total
Block of Time Services	40	200.00	\$8,000.00
Primary Practice	Access		
Services Part #	MTM-PRO-OTH-BLK Block-based Professional Services		
Description of Services	Citrix Professional Services		

**Premium Time Rates.** Services performed after normal business hours are charged at a premium of 50 percent. Saturday, Sunday, Holidays, and emergency service is charged at a premium of 100 percent.

### Assumptions.

- With the exception of hours specified as "after hours" work in the Service Description and Rates table, all work will be performed during normal business hours, which are Monday through Friday, 8:00 A.M. to 5:00 P.M. local time, excluding MTM-designated holidays, which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

- A business day is considered to be eight (8) hours and may include offsite time required for research, documentation, or any other applicable work. Any billable offsite work must be mutually agreed upon in advance by the Customer and MTM prior to the work being performed.
- Remote services will be provided with a 30-minute minimum and in increments of 15 minutes thereafter, per incident. Onsite services will be provided with a 4- or 8-hour minimum charge per day, depending on Customer proximity to an MTM office.

**Terms and Conditions.** This Block of Time Agreement is subject to and governed by the MTM Technologies Services Agreement between Customer and MTM, or, if Customer and MTM have not executed a Services Agreement, the terms of MTM's standard Master Agreement, which is posted at <http://www.mtm.com/terms> and a copy of which is available upon your request (in either case, the "Master Agreement"). This Block of Time Agreement shall be considered a "Sales Order" for purposes of the Master Agreement.

**Billing Terms.** Block of Time Services are billed in full up front and are due and payable within 10 days of receipt of invoice.

**Travel Expenses.** Actual costs for hotel, flights, rental cars and/or mileage reimbursement, tolls, and meals will be charged back to Customer.

**Customer Acceptance.** Please sign below indicating your agreement to the above terms and to indicate acceptance of this Block of Time Agreement.

Agreement Date \_\_\_\_\_  
MTM Opportunity # \_\_\_\_\_  
MTM Account Manager Andy Wittner  
MTM Fax # 201 558.7361

Customer Galveston County  
Contact Name/Title County Judge  
Customer Signature *Mark Olney*  
Signature Date 4/10/12

JOHN OLIVER  
AREA SERVICE MANAGER  
*John Oliver* 3-30-2012

AGENDA

ITEM

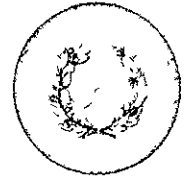
#6



# Disaster Recovery Division REQUEST FOR PAYMENT - A203

Request Number:

3



**Note: All shaded field headers are interactive buttons that contain helpful information to complete this form.**

Grant Recipient Galveston County Contract No DRS010052

Contract Period From 2/1/2010 To 1/31/2013 Period Covered by this Report From 11/16/2010 To Mar 26, 2012

Activity Number	Project Name	Project Task	Budget B	This Request C	Total Prior Request - D	Balance (B-C-D)
1a	Water Facilities (GWCID #19)	Constr	\$ 61,983 00		\$ 59,843.20	\$ 2,139 80
1a	Water Facilities (GWCID #19)	Admin	\$ 28,965 00			\$ 28,965 00
1b	Sewer Facilities (Bolivar WW)	Constr	14,861,300			14,861,300
1b	Sewer Facilities (Bolivar WW)	Eng	\$1,640,881 00			\$1,640,881 00
1b	Sewer Facilities (Bolivar WW)	Admin	\$ 5,793 00			\$ 5,793 00
1b	Sewer Facilities (Bolivar WW)	Acq	\$2,500,000 00			\$2,500,000 00
1b	Sewer Facilities (GCWCID #19)	Constr	\$ 97,566 00		\$ 64,040 62	\$ 33,525 38
1b	Sewer Facilities (GCWCID #19)	Admin	\$ 5,793.00			\$ 5,793 00
1b	Sewer Facilities (San Leon MUD)	Constr	\$ 331,203 00		\$ 191,878 59	\$ 139,324 41
1b	Sewer Facilities (San Leon MUD)	Admin	\$ 5,793 00			\$ 5,793 00
1b	Sewer Facilities (Bayview MUD)	Constr	\$ 141,498 00		\$ 72,409 12	\$ 69,088 88
1b	Sewer Facilities (Bayview MUD)	Admin	\$ 5,793 00			\$ 5,793 00
1b	Sewer Facilities (Baycliff MUD)	Constr	\$ 185,949 00		\$ 101,202 61	\$ 84,746 39
1b	Sewer Facilities (Baycliff MUD)	Admin	\$ 5,793 00			\$ 5,793 00
6	Neighborhood Facilities/Comm	Constr	\$ 41,800 00			\$ 41,800 00
6	Neighborhood Facilities/Comm	Admin	\$ 14,482 00			\$ 14,482 00
6	Neighborhood Facilities/Comm	Constr	\$1,123,000 00			\$1,123,000 00
6	Neighborhood Facilities/Comm	Admin	\$ 14,482 00			\$ 14,482 00
10	Fire Protection Facilities (Crystal P	Constr	\$7,017,740 00	\$ 371,156 35		\$6,646,583 65
10	Fire Protection Facilities (Crystal P	Admin	\$ 14,482 00			\$ 14,482 00
10	Fire Protection Facilities (San Leon	Constr	\$ 554,400 00	\$ 361,507 06		\$ 192,892 94
10	Fire Protection Facilities (San Leon	Admin	\$ 14,482 00			\$ 14,482 00
14	Specially Authorized Public Facult	Constr	\$ 850,600 00			\$ 850,600 00
14	Specially Authorized Public Facult	Admin	\$ 14,482 00			\$ 14,482 00
14	Specially Authorized Public Facult	Constr	\$ 26,100 00			\$ 26,100 00
14	Specially Authorized Public Facult	Admin	\$ 14,482 00			\$ 14,482 00

Revised form functions 9/28/2009

	Planning & Urban Env Design (Dr		\$2,000,000 00	\$ 239,334 08	\$1,605,054 26	\$ 155,611 66
	Planning & Urban Env Des (Drain	Admin	\$ 9,705 00			\$ 9,705 00
	Planning & Urban Env Des (Region		\$ 250,000 00	\$ 23,845 52	\$ 226,154 48	\$ 0 00
	Planning & Urban Env Des (Region	Admin	\$ 9,705 00			\$ 9,705 00
	Planning & Urban Env Des (Redev		\$ 80,000 00		\$ 80,000 00	\$ 0 00
	Planning & Urban Env Des (Redev	Admin	\$ 9,554 00			\$ 9,554 00
	<b>Totals</b>		31,937,806	\$ 995,843.01	\$2,400,582 88	28,541,380 11

**Total Grant Funds Requested To Date:**

**\$3,396,425.89**

**Total Local Match Expended To Date:**

0 % matched

**ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT STANDARDS DEVELOPED UNDER THE DIRECTIVE OF UNIFORM GRANT AND CONTRACT MANAGEMENT ACT OF 1981, TEXAS CIVIL STATUTES, ARTICLE 4413 (32g).**

**CERTIFICATION:** I certify that to the best of my knowledge and belief that

- ☒ the data above are correct
- ☒ payment is due and has not been previously drawn
- ☒ all activities requested for reimbursement are consistent with the TxCDBG contract Exhibit A, Performance Statement, and
- ☒ all outlays were made in accordance with the terms of the contract

**REMARKS:**



Signature of Authorized Certifying Official

4/3/12

Date

Mark Henry

County Judge

Typed Name

Typed Title

Phone Number

Approval of TDRA Accounting Department

Date of TDRA Approval

## STATE OF TEXAS

A204

## PURCHASE VOUCHER

Page \_\_\_\_\_ of Page \_\_\_\_\_

1 Archive reference number		2 Agency number 357		3 Agency name Texas Department of Rural Affairs		4 Current document number	
5 Effective Date		6 Order document date		7 Due Date		8 Doc Agency	
9 Payee identification number (Must be 14 digits) 17460009081		10 PDT		11 PCC		12 Requisition number 3	
13 Document amount \$ 995,843.01		14 Payee name / address Galveston County 722 Moody, 2nd Floor Galveston TX 77550		15 GSC order number		16 Lease number	
17 AGENCY USE							

18 SFX 001	Ref Doc APPN	SFX 001	M	TC	Index	PCA	AY	COBJ	AOBJ	Amount \$ 995,843.01	R
	Fund	NACUBO	Grant Number	Grant Year/Phase	Project Number	Project	Contract number DRS010052	Multipurpose code			
Invoice number		Sub-Fund		Description				Phase	AGENCY USE		

18 SFX 002	Ref Doc APPN	SFX 001	M	TC	Index	PCA	AY	COBJ	AOBJ	Amount	R
	Fund	NACUBO	Grant Number	Grant Year/Phase	Project Number	Project	Contract number DRS010052	Multipurpose code			
Invoice number		Sub-Fund		Description				Phase	AGENCY USE		

18 SFX 003	Ref Doc APPN	SFX 001	M	TC	Index	PCA	AY	COBJ	AOBJ	Amount	R
	Fund	NACUBO	Grant Number	Grant Year/Phase	Project Number	Project	Contract number DRS010052	Multipurpose code			
Invoice number		Sub-Fund		Description				Phase	AGENCY USE		

19 SER / DEL DATE 11/16/2010 2012-03-26	20 DESCRIPTION OF GOODS OR SERVICES Advance/reimbursement of service to assist low-income and moderate-income areas within the Community Development Block Grant Program rendered in accordance with an agreement between the Texas Department of Rural Affairs and Galveston County as funded through the Department of Housing and Urban Development (HUD). Contract No. DRS010052 is on file and available for inspection.	21 QUANTITY	22 Unit Price	23 Amount \$ 995,843.01
--	--	-------------	---------------	----------------------------

## LOCAL CERTIFICATION

I certify that the above services were rendered or goods received that they correspond in every particular way with the contract under which they were procured, that the invoice is true and unpaid, and that the claim was presented to the State within the applicable limitations period.

John Simsen

Name (Type or Print and Sign)

Emergency Management Coordinator

Title

24 Grant Recipient Contact Name

Nicholas Foster

Phone Number

+1 (713) 423-7300

25 Entered by

26 I approve this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act.

Approved (Sign Here)

Phone Number

Date

Approved (Sign Here)

Phone Number

Date

AGENDA

ITEM

*#7*





# COUNTY OF GALVESTON Community Services Division

Connie Nicholson, Director

April 1, 2012

Honorable Judge Mark Henry  
And Members of the Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

The Salvation Army is applying for the FY 2012 Texas Emergency Solutions Grants Program (ESG), funded by the U S Department of Housing and Urban Development (HUD) The purpose of this program is to provide funding to local organizations to assist homeless individuals or persons at risk of homelessness to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness

Attached is a Certification of Local Government Approval for Nonprofit Organization Receiving ESG funds This form is an approval by the local government in support of the proposed activities listed in the application The County has no responsible for the management of this program or monies associated with the program

This will be ratified on the next available agenda

If you have additional questions please do not hesitate to contact me

Respectfully,

A handwritten signature in cursive script, appearing to read "Connie Nicholson", is written over a horizontal line.

Connie Nicholson

**Texas 2012 ESG Application**  
**Attachment 7-9: Certification of Local Government Approval**  
**for Nonprofit Organizations Receiving ESG funds from State subrecipients**

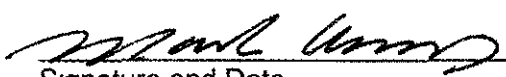
**Instructions:**

- Private non-profit organizations that plan to conduct ESG emergency shelter activities must obtain a certification of approval from the city or county in which the ESG emergency shelter activities are to be carried out. If serving multiple counties, only the city or county where the headquarters is located must approve the proposed project.
- The form must be signed by the county judge or mayor, or their official designee (such as city manager, assistant city manager, community development director or human services director) for the locality in which the project is located.
- Applications submitted by units of government do not need to submit this certification. For a collaborative application, only the lead agency is required to submit this form.
- The State of Texas will distribute ESG funds to private nonprofit organizations conducting emergency shelter activities only if the unit of general local government (any city or county) in which the proposed emergency shelter activities are to be located certifies that it approves the project.

**Texas 2012 ESG Application**  
**Attachment 7-9: Certification of Local Government Approval**  
**for Nonprofit Organizations Receiving ESG funds from State subrecipients**

I, Mark Henry, County Judge (*name and title*), duly authorized to act on behalf of the Galveston County  
(*name of jurisdiction*), hereby approve the following emergency shelter activities proposed by The  
Salvation Army, Galveston, Texas (*name of nonprofit organization*), which are to be located in Galveston  
County (*name(s) of jurisdiction(s)*)

The proposed emergency shelter activities are Shelter operations (utilities, food, maintenance,  
insurance, case management, fuel for van to transport shelter residents)

By   
Signature and Date

Mark Henry  
Typed or Written Name of Signatory Local Official

County Judge  
Title

AGENDA

ITEM

#8a



601 Tremont - P O Box 1080  
Galveston Island Texas  
77550  
(Phone) 409-797-5000  
(Toll Free) 1-888-GAL-ISLE  
(Fax) 409-762-8911

March 13, 2012

Re PW 15154 Commitment to Partial Use of Funds

---

Honorable Mark A Henry, County Judge  
Honorable County Commissioners  
Galveston County  
Galveston County Courthouse  
722 Moody, First Floor  
Galveston, Texas 77550

Gentlemen

The Park Board of Trustees of the City of Galveston ("Park Board") and the County of Galveston ("County") are considering for execution a Memorandum of Understanding ("MOU") A copy of the MOU is attached as Exhibit 1 The MOU sets out how proceeds from FEMA Project Worksheets ("PW") 12161, 12219, 15602, 12762, 12851, 13118 will be used to restore and repair a number of public amenities ("Amenities") at the three Galveston County owned Beach Pocket Parks that were damaged as a result of Hurricane Ike. The Park Board will be responsible for all local share matching costs as set out in the MOU. The Park Board also understands that it will not be reimbursed for these costs by either FEMA or the County

Presently, there is an Interlocal Cooperation Contract, GLO Contract No 09-239-000-3783 dated September 21, 2010 ("Interlocal Agreement") between the County of Galveston and the General Land Office ("GLO"). This Interlocal Agreement is attached as Exhibit 2 The Interlocal Agreement provides a framework for pooling public assistance funds received from FEMA under PW 15154 as well as funds provided by the GLO utilizing CEPRAs monies for shore protection projects to address erosion and destruction of dunes caused by Hurricane Ike

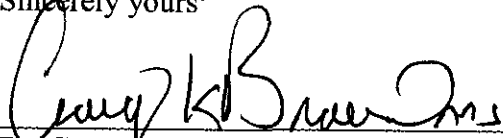
The Park Board understands that, at present, the Interlocal Agreement and the associated beach dune restoration projects are in abeyance The Park Board also understands that the projects described in the Interlocal Agreement may never come to fruition But, the Park Board feels that in order to preserve and protect the Amenities described above, a dune restoration project is essential, particularly in front of Beach Pocket Park #2. Accordingly, due to the importance of helping to protect these public Amenities located at the County Beach Pocket Parks and to help protect the Parks themselves, the Park Board would like assurance from the County that if PW 15154 is ever funded and/or if the beach protection projects described in the Interlocal Agreement ever become a reality, the County will commit part of those funds for dune restoration and shore line protection in front of County Beach Pocket Park #2 as well as other beaches on other parts of West Galveston Island The County is not being asked to commit any County dollars, only that part of the proceeds of PW 15154 and/or part of the proceeds from the Interlocal Agreement be spent for dune restoration and shore line protection in front of County Beach Pocket Park #2

Hon. Mark Henry  
March 13, 2012  
Page 2

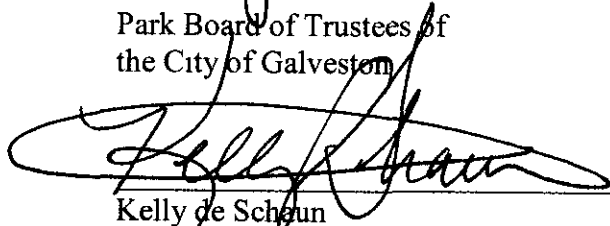
By executing this letter agreement in the space below, please give the Park Board Galveston County's assurances that Galveston County, should PW 15154 and/or should the Interlocal Agreement become funded, agrees to use a portion of the funds to protect the beaches located in front of Beach Pocket Park #2

Thank you, in advance for your favorable consideration of our request

Sincerely yours

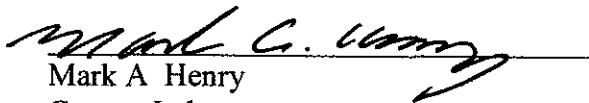


Dr. Craig K. Brown  
Chair  
Park Board of Trustees of  
the City of Galveston



Kelly de Schaun  
Executive Director  
Park Board of Trustees of  
the City of Galveston

Agreed



Mark A. Henry  
County Judge  
Galveston County

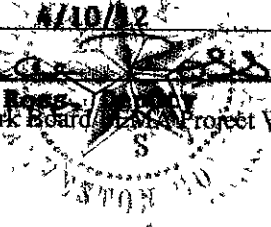
Attest

\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

Date: 4/10/12

By 

Mac Rigg  
Word/Park Board of Trustees Project Worksheet 15154



Galveston County and Park Board of Trustees  
of the City of Galveston Relating  
to Repairs of the Beach Pocket Parks

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between Galveston County and the Park Board of Trustees of the City of Galveston. Its purpose is to establish guidelines for repairing damages sustained at the three (3) County Beach Pocket Parks as a result of Hurricane Ike. These Parks are currently managed by the GIPB by virtue of an Interlocal Agreement between the parties.

The parties agree as follows:

**FEMA project worksheets numbers 12161, 12219, 15602, 12762, 12851, 13118 attached hereto were issued to the County for Beach Pocket Parks #1, #2 and #3. These project worksheets will be administered and the repairs and renovations described in them will be conducted by the Park Board on behalf of the County.**

With the exception of PW 13118, the Park Board agrees to provide all services called for in the project worksheets in a timely manner during calendar year 2012.

PW 13118 includes funds for the construction of a dune walk over. This Project will not be constructed until the County is able to determine the status of dune restoration projects for the west end of Galveston Island with the Texas General Land Office. The Park Board actively promotes the need to allocate resources and implement beach and dune restoration projects in order to ensure the continued protection and conservation of the beaches associated with the County Beach Pocket Parks.

The Park Board will be responsible for development of plans and specifications for repairs and/or renovations listed in the scope of each FEMA Project Worksheet. Each set of plans and specifications will be submitted to County's Director of Parks, the County's Architect and the County Engineer for approval, comment and/or rejection (stating the reasons for such rejection) within ten (10) working days thereafter.

The Park Board will be responsible for the procurement process and oversight in making all needed repairs in accordance with both FEMA and County and State mandated procurement processes (e.g. advertisements, bids, written quotes, contractor selections, etc). A copy of all procurement documents will be provided to the County.

The Park Board will check the FEMA Debarred list for all ineligible contractors and subcontractors prior to awarding each construction contract. The Park Board, prior to awarding a construction contract will require each potential contractor to furnish it with a list of its subcontractors. No contract will be awarded to any contractor or subcontractor who is on the Debarred list. No construction contract will be awarded without first securing the written approval of the County, acting through its Parks Director.

The Park Board will be responsible for oversight of construction to ensure that each project is constructed in accordance with the approved plans and specifications. Expenditures under \$5,000 will not require

prior County approval. Purchases in excess of \$5,000 will be subject to review and approval by the County's Director of Parks.

The County's Director of Parks, its County Architect and its County Engineer will make periodic inspections during the construction with appropriate Park Board staff. At the conclusion of the project, these County employees will conduct a walk through inspection with the purpose of providing final approval on the completion of work. The Park Board will notify the County Architect and the County Engineer thirty (30) days in advance of the anticipated date of completion of construction so as to enable them to conduct their final inspection and give their approval, comment or rejection of such construction within ten (10) working days of such completion date. Should the Park Board fail to give this thirty (30) day notice, the County Engineer and the County Architect will have twenty (20) working days from the date they are notified of the anticipated completion date or given notice completion to conduct the inspection and to give their approval, comment and/or rejection (stating the reasons for such rejection).

Final payments to contractors on a project will not be made until such time as the County has approved completion of work.

Each FEMA project worksheet is a 90/10 cost sharing reimbursable project, i.e. FEMA will reimburse 90% of each project's cost and the local governmental entity will be responsible for 10% of each project cost. It is the parties understanding that FEMA will advance 75% of the 90% to enable a local government to commence construction. Accordingly, once the bids for construction have been awarded, the County will request that FEMA advance 75% of the 90% so as to enable construction to commence. These funds will be transferred in their entirety to the Park Board for the sole purpose of renovating the County Beach Pocket Parks 1, 2 and 3 within the scope of work identified in the aforementioned FEMA Project Worksheets. These funds, along with the Park Board's advancement of funds described in the next paragraph will be placed by Park Board in a separate easily identifiable account. Interest may not be generated from these funds. These funds will be drawn down on a monthly basis as are required to meet outstanding construction payment obligations.

The Park Board agrees to provide the remaining 25% of the 90%. In addition, the Park Board will fund the 10% local cost share on each project and the insurance proceeds received from damage claims incurred during Hurricane Ike. The Park Board understands that this 10% local cost share is not reimbursable from FEMA. The Park Board also understands that it will not be reimbursed by FEMA for its remaining expenditures until each project has been completed and closed out by the State of Texas.

The Park Board will assume the cost of any work or materials determined by the State of Texas and/or FEMA to be outside of the scope of work specified in the various Project Worksheets.

The Park Board agrees to furnish the County on a monthly basis such documentation as is required by FEMA relating to preparation of the plans and specifications, advertisement for construction, award of contracts, periodic payments and administrative costs so as to enable FEMA to determine the eligibility of each project for reimbursement.

The County will assume all responsibilities for submitting the required FEMA administrative and project documentation, such as Quarterly Reports, time extension requests, project accounting information and the like to the State of Texas for reimbursement. The County will retain all fees determined to be County




"Administrative Fees" and "Project Management" costs Provided that the Park Board has submitted to the County the required documentation for the request of such funds, the Park Board will be reimbursed for those Park Board "Administrative Fees" all "Direct Grant Management" and "Engineering/Design Services" that are considered valid in accordance with applicable FEMA Guidance The remainder of the reimbursed fees will be distributed to the Parks Board within thirty (30) days of receipt by the County In addition, Administrative Fees to the parties will be paid at close out

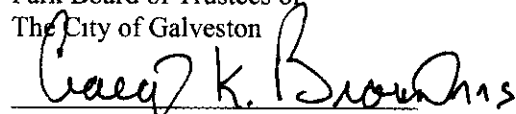
Once the project has been completed, the County has inspected the construction, and all documentation has been submitted to the County by the Park Board, the County will submit a request for audit to the State of Texas within 90 days

Agreed this 10th day of April, 2012

County of Galveston

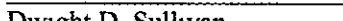
Park Board of Trustees of  
The City of Galveston


  
Mark A. Henry  
County Judge

  
Craig Brown  
Chairman of the Board

Attest

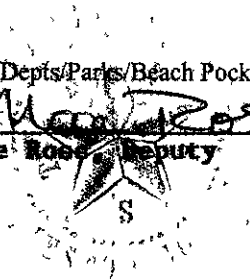
Attest

  
Dwight D. Sullivan

  
Secretary

Word/Depts/Parks/Beach Pocket Park MOU With Parks Board 2012 Clean

By   
Mae Rose, Deputy





**INTERLOCAL COOPERATION CONTRACT**  
**GLO CONTRACT No. 09-239-000-3783**

This Interlocal Cooperation Contract (Contract) is entered into by and between the **GENERAL LAND OFFICE (GLO)** and **GALVESTON COUNTY, TEXAS (County)** under the authority granted by and in compliance with the provisions of "The Interagency Cooperation Act," TEXAS GOVERNMENT CODE §§ 791.001-.032. Collectively, the GLO and the County will be referred to as "the Parties" in this Contract.

**RECITALS**

**WHEREAS**, the County had the primary initial responsibility to repair three geotextile tube shore protection projects on Galveston Island, between the end of the Galveston Seawall and Galveston Island State Park, that were damaged by Hurricane Ike on or around September 13, 2008; and

**WHEREAS**, the County has applied for public assistance grants (Project Worksheet 15154) from the Federal Emergency Management Agency (FEMA) to repair such damage; and

**WHEREAS**, the County recognizes the urgent need to restore engineered shore protection measures to the area as soon as possible for public safety and welfare, and

**WHEREAS**, prior to Hurricane Ike, the GLO and the County had entered into a Project Cooperation Agreement for Coastal Erosion Planning and Response Act (CEPRA) Project No. 1391, to construct a beach nourishment project in the area if sufficient funding could be obtained; and

**WHEREAS**, in order to maximize any FEMA funding that may be received to repair damage caused by Hurricane Ike, the Parties now desire to pursue a single large scale project that involves beach nourishment, dune restoration, and such other erosion protection projects as may be required (West Galveston Project), and

**WHEREAS**, the parties are optimistic that the West Galveston Project will provide better long term shore protection than would be provided by the County's repairing or replacing the damaged geotextile tubes, and

**WHEREAS**, the Parties, as well as the City of Galveston and the City of Galveston Park Board of Trustees, in order to reduce their administrative workload which, in turn, should relieve FEMA from having to pay four separate administrative expenses, wish to

collectively pool their FEMA public assistance funds to help fund the West Galveston Project, and

**WHEREAS**, the GLO intends to seek additional funding for the West Galveston Project from state and federal sources,

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the GLO and the County agree as follows

## **PURPOSE**

### **1.01 COOPERATION**

This Contract is intended to provide a framework for the Parties to cooperate and coordinate, consistent with their respective duties and responsibilities, in pooling public assistance funds received from FEMA under Project Worksheet 15154 for damage to shore protection projects caused by Hurricane Ike. Pooled funding is to be used by the GLO for the implementation of the West Galveston Project. A map of the West Galveston Project area is attached hereto and incorporated herein for all purposes as **Attachment A**.

### **1.02 PROGRAM**

To help fund the West Galveston Project, the County agrees to

- a) transfer and relinquish all of its right, title and interest in Project Worksheet 15154 to the GLO as well as all rights to FEMA public assistance funding pursuant to Project Worksheet 15154 filed by the County for repair/replacement funding for geotubes damaged and/or destroyed by Hurricane Ike that are located seaward of the Sands of Kahala Condominiums, Pocket Park #2, and for Pirate's Beach West, which properties are shown on the maps attached hereto and incorporated herein for all purposes as **Attachment B**. This specific funding is hereinafter referred to as "Project Worksheet Funding." In addition, the coordinates for the geotubes are included in Project Worksheet 15154,
- b) assign to the GLO any easements and rights of entry obtained by the County on the properties listed in **Attachment B** that enabled the County to construct the geotubes,
- c) transfer to the GLO any legal responsibility the County may have to monitor and/or maintain or replace the geotubes of the West Galveston Project or any similar or future project

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **II. ALLOCATION OF RIGHTS AND RESPONSIBILITIES**

### **2.01 RELINQUISHMENT OF PROJECT WORKSHEET 15154 AND CORRESPONDING FUNDING RIGHTS**

The GLO and the County agree that the County shall transfer and relinquish to the GLO any and all of the County's rights to the Project Worksheet 15154 and the corresponding Project Worksheet Funding, as discussed in **SECTION 1.02**, above. The County acknowledges that the transfer and relinquishment of such rights to Project Worksheet 15154 and the Project Worksheet Funding includes not only claims related to damage caused by Hurricane Ike but also to any claims related to any future disaster events that damages or destroys the West Galveston Project. The GLO and the County agree that County will have no further responsibility for monitoring or maintaining the geotubes and that the GLO shall be solely responsible for pursuing Project Worksheet 15154 and requesting the Project Worksheet Funding from FEMA and for coordinating all present and future claims with the Texas Department of Emergency Management and FEMA.

### **2.02 RIGHT OF ENTRY**

The Parties agree that the West Galveston Project encompasses the location of the damaged geotextile tube projects, and the County, having assigned all of its easements and rights of entry to the lands upon which the geotubes were once constructed, agrees that the GLO has the right to enter the areas described within such easements and rights of entry at any time, with or without notice, as necessary for present and future maintenance or repairs of the West Galveston Project. Should it become necessary for the GLO to obtain additional easements and rights of entry now and/or in the future for the West Galveston Project, the GLO will either obtain or have the City of Galveston obtain such additional easements and rights of entry as are required.

### **2.03 RESPONSIBILITY FOR MAINTENANCE**

The Parties agree that the GLO will be the sole legal entity responsible for the construction, as well as ongoing and future monitoring and general maintenance, of the West Galveston Project.

### **2.04 RESPONSIBILITY TO REPAIR MAJOR DAMAGE**

The Parties agree that the GLO (i) shall be considered the "owner" of the West Galveston Project and, therefore, responsible for repairing Project damage caused by any future disasters declared by the Governor pursuant to Section 61.067, as amended by H.B. 2457, Acts of the 81<sup>st</sup> Legislature, Regular Session, 2009, and (ii) shall apply for applicable public assistance funds for such future repairs or replacement funding.

**2.05 COMPLIANCE WITH U.S. ARMY CORPS OF ENGINEERS PERMIT AND ENVIRONMENTAL REQUIREMENTS**

The Parties agree that all FEMA funding received by the GLO pursuant to this Contract shall be used for the West Galveston Project and that the West Galveston Project will be constructed in strict compliance with U.S. Army Corps of Engineers Permit No. SWG-2007-01025 (USACE Permit). The GLO also agrees that it will comply with all National Environmental Protection Act (NEPA) and other applicable federal, state, and local environmental and historic preservation laws, regulations, and Executive Orders applicable to any newly approved scopes of work for the West Galveston Project.

The GLO acknowledges that any proposed changes to the scope of work of the West Galveston Project as described in the USACE Permit will require FEMA's re-evaluation for compliance with NEPA and other applicable federal requirements.

**III. TERM**

**3.01 DURATION**

This Contract shall be effective as of the date executed by the last party, and shall terminate on August 31, 2019, unless extended by the parties or terminated earlier, as provided below. This Contract may be extended for additional periods of time or renewed upon such terms and conditions as the parties agree at the time of extension or renewal.

**IV. CONSIDERATION**

**4.01 PAYMENT OF PUBLIC ASSISTANCE FUNDS RECEIVED FROM FEMA**

The Parties agree that the County shall assign all rights and interest in Project Worksheet 15154 and any Project Worksheet Funding, as defined in SECTION 1.02 above, awarded to the County by FEMA. The parties further agree that in the event that any Project Worksheet Funding is actually received by the County, such funding shall be paid to the GLO at the following address, within ten (10) business days of the County's receipt thereof:

Texas General Land Office  
CEPRA - MATCH  
Mail Code 151  
P O Box 12873  
Austin, TX 78711-2873  
Attn: Ms. Dianna Gordon

#### **4.02 STATE FUNDING**

This Contract shall not be construed as creating any debt on behalf of the State of Texas or the General Land Office in violation of Section 49, Article III of the State Constitution. Similarly, this Contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of the limitations prescribed by Section 9, Article 8 and Section 52, Article 3 of the State Constitution.

### **V. EVENTS OF DEFAULT AND REMEDIES**

#### **5.01 DEFINED**

Each instance of the Parties' failure to comply with any term, covenant provision contained in this Contract shall constitute an event of default (Event of Default) under this Contract.

#### **5.02 REMEDIES**

Upon the occurrence of any such Event of Default, either party shall be entitled to avail itself of any equitable or legal remedy.

#### **5.03 NO WAIVER**

No waiver of any Event of Default shall be considered a waiver of any other or subsequent Event of Default, and no delay or omission in the exercise or enforcement of the rights and powers of the GLO or the County shall be construed as a waiver of any such rights or powers.

### **VI. MISCELLANEOUS PROVISIONS**

#### **6.01 SUBCONTRACTS**

Neither party will assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the other party.

#### **6.02 INCORPORATION BY REFERENCE**

Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law including, but not limited to, compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the services under this Contract.

### **6.03 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. The County irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this agreement or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by either party.**

### **6.04 INDEMNITY**

AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF THE COUNTY, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF THE COUNTY, THEN, IN SUCH EVENT, THE COUNTY AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS (OTHER THAN GLO STAFF ATTORNEYS) APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT THE COUNTY IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND THE COUNTY'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES (OTHER THAN COUNTY'S STAFF ATTORNEYS) AND COURT COSTS) INCURRED BY THE COUNTY, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY NON-COUNTY STAFF ATTORNEYS RETAINED BY THE COUNTY TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY NON-GLO STAFF ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF THE COUNTY MUST BE APPROVED BY THE COUNTY. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY EITHER PARTY. IN ADDITION, THE TERMS OF THIS ARTICLE SHALL BE**

**ENFORCEABLE ONLY TO THE EXTENT PERMITTED BY THE  
CONSTITUTION AND LAWS OF THE STATE OF TEXAS.**

**6.05 SEVERANCE**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable

**6.06 HEADINGS**

The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract

**6.07 NOTICES**

Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the GLO at the addresses set forth below:

**GLO:** General Land Office  
1700 N Congress Avenue  
P O Box 12783  
Austin, TX 78701  
Attention: Legal Services Division

**County:** County of Galveston  
Hon. County Judge  
Galveston County Courthouse  
722 Moody, 2<sup>nd</sup> Floor  
Galveston, Texas 77550

with a copy to

Director, County Legal  
Galveston County Courthouse  
722 Moody, 5<sup>th</sup> Floor  
Galveston, Texas 77550

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

**6.08 ENTIRE AGREEMENT**

This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the



promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

#### **6.09 DISPUTE RESOLUTION**

The Parties agree prior to the initiation of litigation to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; **provided, however, nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.**

#### **6.11 PROPER AUTHORITY**

The Parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. The County acknowledges that the Contract is effective for the period of time specified in the Contract.

#### **6.12 COUNTERPARTS**

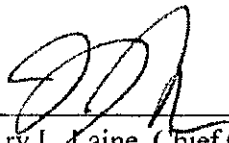
This Contract may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Contract.

**SIGNATURE PAGE FOLLOWS**

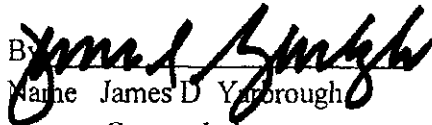
SIGNATURE PAGE FOR  
GLO CONTRACT NO. 09-239-000-3783

TEXAS GENERAL LAND OFFICE

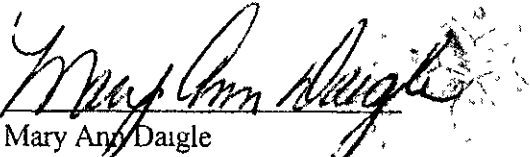
GALVESTON COUNTY



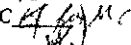

  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

Date of execution: 9/21/10

By   
Name James D. Yarbrough  
County Judge

Date of execution 9/15/10

Attest   
Mary Ann Daigle  
County Clerk

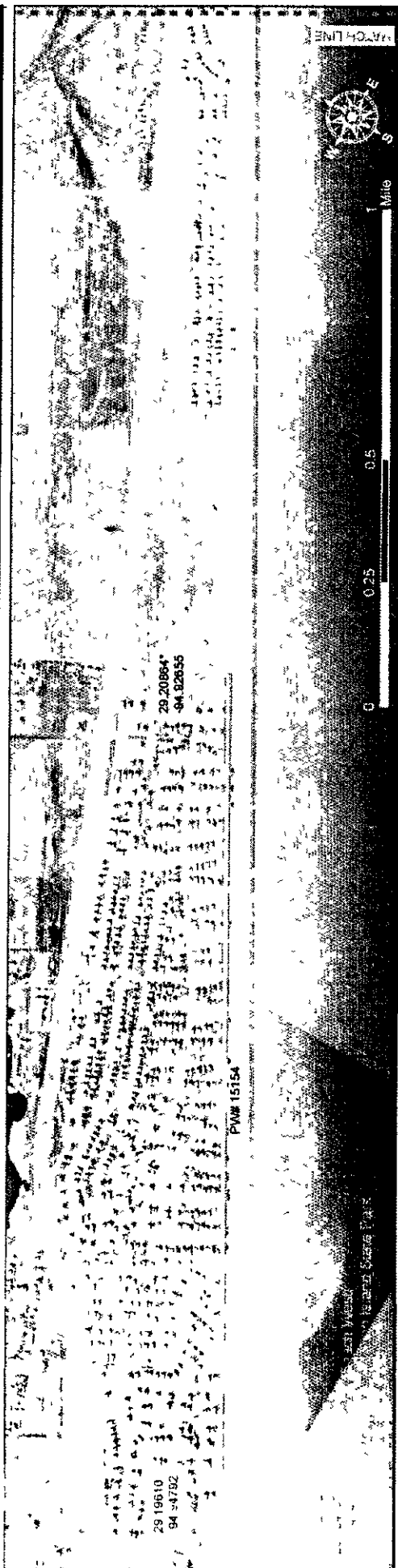
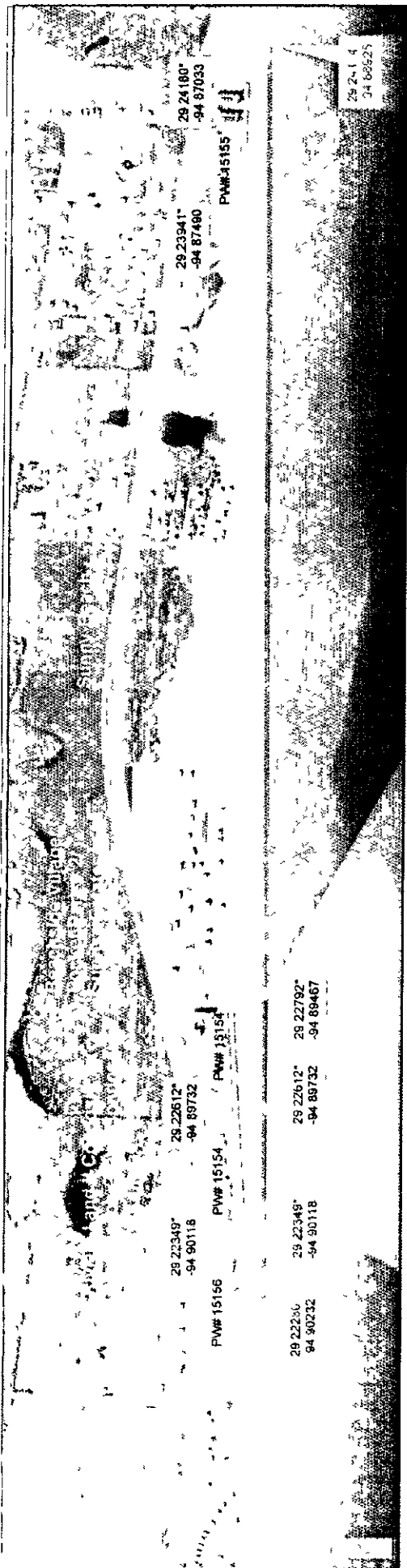
CSA   
Div   
AGC   
GC 

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**ATTACHMENT A**

**GLO CONTRACT NO. 09-239-000-3783**

**MAP OF  
WEST GALVESTON PROJECT AREA**

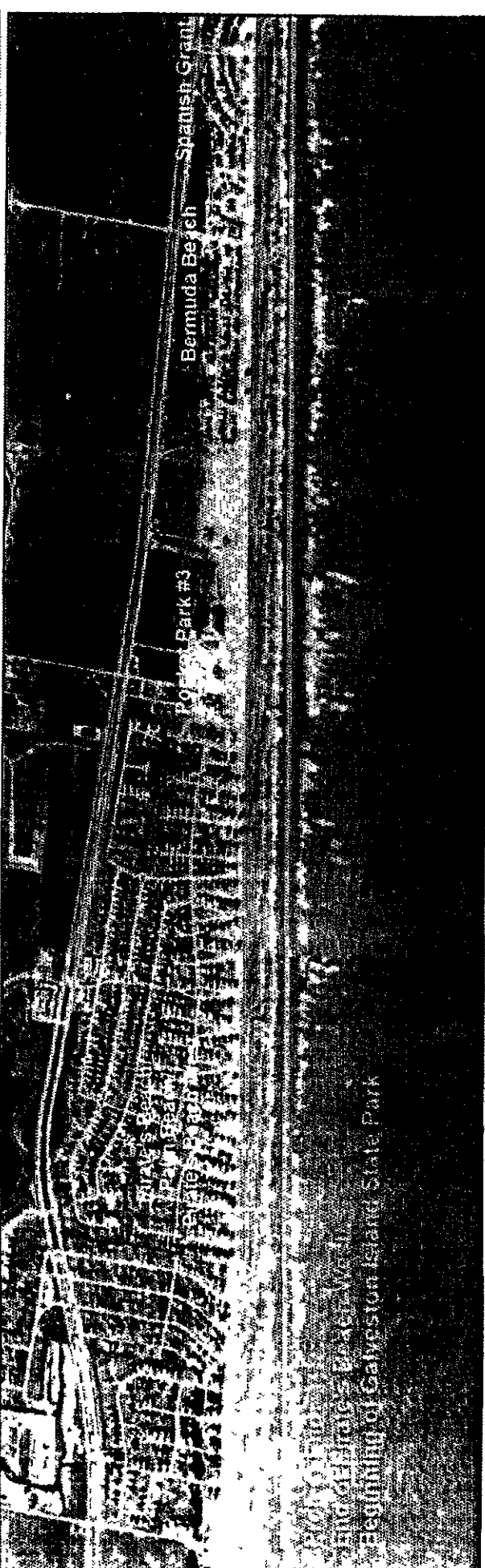
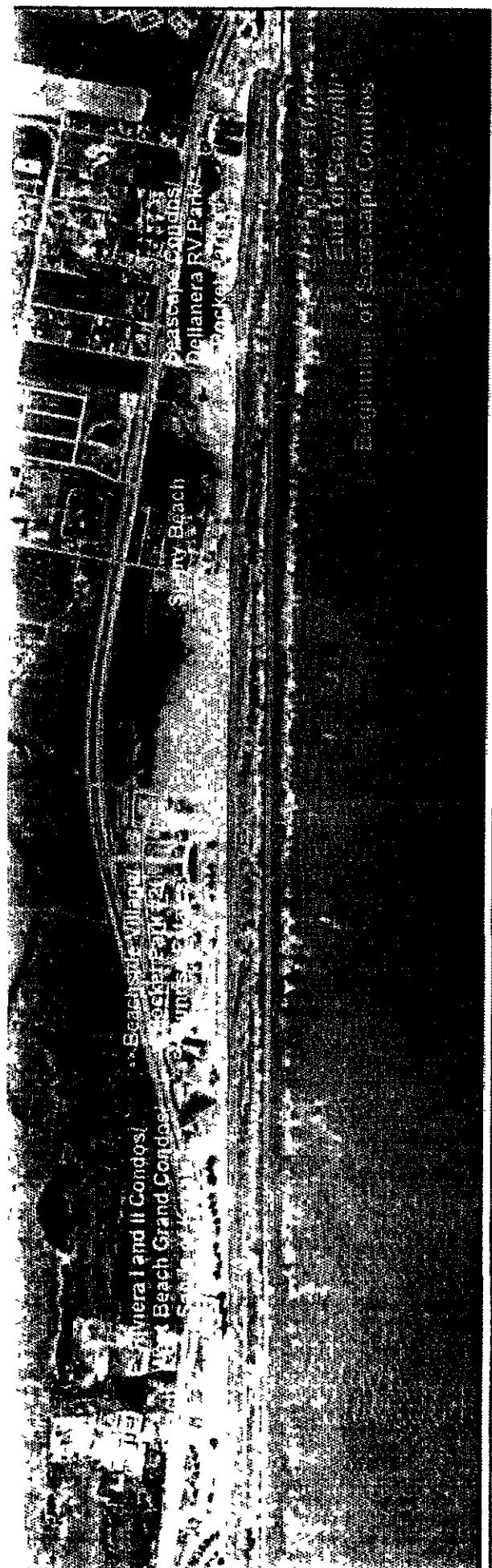


The Texas General Land Office makes no representation as to the accuracy or completeness of the information on this map or the data from which it was prepared. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

**ATTACHMENT B**

**GLO CONTRACT NO. 09-239-000-3783**

**MAPS OF  
PROPERTIES AFFECTED BY THE  
WEST GALVESTON PROJECT**



# West Galveston Island Beach Restoration Project Overview

The Texas Coastal Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or

Attachment B  
Contract No 08-238-000-3723  
Page 1 of 1  
0 412.5825 1,650 2,475 3,300 Feet  
Aerial Photography May 2009

## **Bazaman, Harvey**

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**From:** Bazaman, Harvey  
**Sent:** Thursday, February 23, 2012 9:20 AM  
**To:** 'CCotropia@millsshirley.com', Harris, Dennis, Nicholson, Connie, Bazaman, Harvey  
**Subject:** FW: Full Executed agreement  
**Attachments:** 2010-09-21 Galveston County Interlocal with GLO transfer PW 15154.pdf

Here tis  
Harvey

**From:** Nicholson, Connie  
**Sent:** Thursday, February 23, 2012 9:17 AM  
**To:** Bazaman, Harvey  
**Subject:** Full Executed agreement

Connie A. Nicholson  
Grants Manager  
Galveston County  
722 Moody, Suite 317  
Galveston, Texas 77550  
(409) 770-5355 or (281) 534-8442  
(409) 682-3139 cell  
(409) 766-4551 fax  
[connie.nicholson@co.galveston.tx.us](mailto:connie.nicholson@co.galveston.tx.us)

AGENDA

ITEM

#8b



## **Chapman, Brandy**

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**From:** Bazaman, Harvey  
**Sent:** Wednesday, April 11, 2012 3 27 PM  
**To:** Ross, Mae, Chapman, Brandy, Bazaman, Harvey  
**Subject:** April 10th Agenda

Mae: On item 8 <sup>b</sup> on the 4/10/12 agenda what the C/Ct actually did was to authorize me to close the acquisition of the 64 acre tract of land with Stewart Title subject to working out the wetlands delineation matter. It was not necessary to secure Mark's signature. Please have the minutes reflect this.

Any questions please let me know.

Thanks.

Harvey

Harvey Bazaman  
Galveston County Legal Department  
Galveston County Courthouse  
722 Moody, 5th floor  
Galveston, Texas 77550  
(409) 770-5562

The information contained in this transmission and any attachments hereto is privileged and/or confidential information intended solely for the use of the individual(s) named above. If the reader of this message is not an intended recipient, the reader is hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

**A Settlement Statement****U S Department of Housing  
and Urban Development**

OMB Approval No 2502-0265

**B Type of Loan**

1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input type="checkbox"/> Conv Unins	6 File Number 1216733685	7 Loan Number	8 Mortgage Insurance Case Number
4 <input type="checkbox"/> VA	5 <input type="checkbox"/> Conv Ins	<input type="checkbox"/> Other			

**C Note**

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

**D Name & Address  
of Borrower**

County of Galveston 722 Moody, Galveston, TX 77550

**E Name & Address  
of Seller**Joseph Maxwell Teare P O Box 8779, Baccliff TX 77518-8779  
Gay K. Teare, P O Box 8779 Baccliff TX 77518-8779**F Name & Address  
of Lender****G Property Location**Property Address  
5036B West Bayshore Drive Baccliff, Texas**Metes & Bounds**Being a 64.06 Acre tract of land situated in the Anthony Hatch Survey, Abstract No. 88 in Galveston County, Texas  
64.06 acre tract out of Anthony Hatch Survey, Abstract 88, Galveston County, Texas**H Settlement Agent  
Place of Settlement**Stewart Title Company, 222 Kempner, P O Box 1540, Galveston, TX 77553, (409)763-4641  
222 Kempner, P O Box 1540, Galveston, TX 77553**I Settlement Date:**

4/13/2012

**Proration Date:**

4/13/2012

**Disbursement Date:**

4/13/2012

<b>J Summary of Borrower's Transaction</b>		<b>K Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101 Contract sales price	\$1,285,000.00	401 Contract sales price	\$1,285,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	\$250.00	403	
104 Option Fee	\$100.00	404 Option Fee	\$100.00
105		405	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106 City/town taxes		406 City/town taxes	
107 County taxes		407 County taxes	
108 Assessments		408 Assessments	
109		409	
110		410	
111		411	
112		412	
<b>120 Gross Amount Due from Borrower</b>	<b>\$1,285,350.00</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$1,285,100.00</b>
<b>200. Amounts Paid by or in Behalf of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201 Deposit or earnest money		501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	\$7,311.95
203 Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan to Capital Farm Credit	\$842,763.87
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210 City/town taxes		510 City/town taxes	
211 County taxes		511 County taxes	
212 Assessments		512 Assessments	
213 All Taxes 1/1/2012 to 4/13/2012	\$1,685.27	513 All Taxes 1/1/2012 to 4/13/2012	\$1,685.27
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
<b>220 Total Paid by/for Borrower</b>	<b>\$1,685.27</b>	<b>520 Total Reduction Amount Due Seller</b>	<b>\$851,763.09</b>
<b>300. Cash at Settlement from/to Borrower</b>		<b>600 Cash at Settlement to/from Seller</b>	
301 Gross amount due from borrower (line 120)	\$1,285,350.00	601 Gross amount due to seller (line 420)	\$1,285,100.00
302 Less amounts paid by/for borrower (line 220)	(\$1,685.27)	602 Less reductions in amount due seller (line 520)	(\$851,763.09)
<b>303 Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>\$1,283,664.73</b>	<b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b>	<b>\$433,336.91</b>

L. Settlement Charges			
700 Total Sales/Broker's Commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows			
701			
702			
703	Commission paid at settlement		
704			
800	Items Payable in Connection with Loan		
801	Loan origination fee		
802	Loan discount		
803	Appraisal fee		
804	Credit report		
805	Lender's inspection fee		
806	Mortgage insurance application fee		
807	Assumption fee		
808			
809			
810			
811			
812			
813			
900	Items Required by Lender to Be Paid in Advance		
901	Interest from		
902	Mortgage insurance premium for		
903	Hazard insurance premium for		
904			
905			
1000	Reserves Deposited with Lender		
1001	Hazard insurance		
1002	Mortgage insurance		
1003	City property taxes		
1004	County property taxes		
1005	Annual assessments		
1006			
1007			
1008			
1009			
1100	Title Charges		
1101	Settlement or closing fee		
1102	Abstract or title search		
1103	Title examination		
1104	Title insurance binder		
1105	Document preparation		
1106	Notary fees		
1107	Attorney's fees to		
	Includes above item numbers		
1108	Title Insurance to Stewart Title Company		\$6,900.00
	Includes above item numbers		
1109	Lender's coverage		
1110	Owner's coverage \$1,285,000.00	\$6,900.00	
1111	Escrow Fee to Stewart Title Company	\$250.00	\$250.00
1112	Tax Certificate to Stewart Title Company		\$64.95
1113			
1114			
1115	Texas Policy Guaranty Fee to Stewart Title Policy Gty Fee		\$2.00
1200	Government Recording and Transfer Charges		
1201	Recording fees Release \$95.00		\$95.00
1202	City/county tax/stamps		
1203	State tax/stamps		
1204			
1205			
1206			
1300	Additional Settlement Charges		
1301	Survey		
1302	Post inspection		
1303			
1304			
1305			
1306			
1307			
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$250.00	\$7,311.95


is marked "POCB" were paid outside the closing by Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS)

**CERTIFICATION** I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms" and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

The Company has deposited the earnest money that it has received in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

The Company may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand accounts and other relationships with the financial institution, Title Company is eligible to participate in a program offered by the financial institution whereby the Title Company may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

COUNTY OF GALVESTON

  
County Judge  
4/10/12

\_\_\_\_\_  
Joseph Maxwell Teare

\_\_\_\_\_  
Gay K. Teare

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

\_\_\_\_\_  
Con Lera

\_\_\_\_\_  
Date

**WARNING** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

## **Bazaman, Harvey**

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**From:** don lera@stewart.com  
**Sent:** Wednesday, April 04, 2012 3:55 PM  
**To:** baccliffishfarm@yahoo.com, Bazaman, Harvey  
**Subject:** GF#1216733685  
**Attachments:** 1216733685\_HUD-1 Page 1 through Page 2.pdf

Preliminary settlement statement

AGENDA

ITEM

#9a



# **COUNTY of GALVESTON**

## **HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

April 5, 2012

To Patricia Grady

From: Jan Piveral, SPHR

Re Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the April 10, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for Director of Parks-Parks and Senior Services submitted by Human Resources Director

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 4/5/12 DEPARTMENT REQUESTING EXEMPTION Parks

DATE JOB WAS VACANT 2/29/12 4PP END DATE 4-26-12 DATE NEED FILLED asap

JOB TITLE FOR EXEMPTION REQUEST Director of Parks POSITION # 522020101

BUDGETED POSITION Y

SALARY GRADE-STEP 26E SALARY \$ \$89,109 GRANT FUNDED N CREATED POSITION N

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB a need for Director to  
oversee department.

JUSTIFICATION FOR EXEMPTION Need for Director

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH  
WOULD THE OVERTIME COST? \$ \_\_\_\_\_

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES,  
MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? \_\_\_\_\_

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED \_\_\_\_\_

REASON NOT RECOMMENDED \_\_\_\_\_

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 4-10-12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? \_\_\_\_\_

WHO WILL APPEAR San Pivotal



AGENDA

ITEM

#9b



# **COUNTY of GALVESTON**

## **HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

April 5, 2012

To: Patricia Grady

From: Jan Piveral, SPHR

Re: Commissioners' Court Agenda Items- New CDBG Project Coordinator position

Please submit the following items for the April 10, 2012 Commissioners' Court Agenda

Consideration of new position adoption- CDBG Project Coordinator submitted by Director of Human Resources

# AGENDA ITEM

#9c



# **COUNTY of GALVESTON**

## **HUMAN RESOURCES**

Jan Piveral, SPHR  
Human Resources Director

April 5, 2012

To: Patricia Grady

From: Jan Piveral, SPHR

Re: Commissioners' Court Agenda Item-Exemption to the 4 Pay Period Mandatory Vacancy Policy

Please submit the following item for the April 10, 2012 Commissioners' Court Agenda

Consideration of approving exemption to the 4 pay period mandatory vacancy policy for CDBG Project Coordinator-Professional Services submitted by Human Resources Director

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date 4/5/12 DEPARTMENT REQUESTING EXEMPTION Emergency management

DATE JOB WAS VACANT N/A 4PP END DATE 6-7-12 DATE NEED FILLED asep

JOB TITLE FOR EXEMPTION REQUEST CDBG Project Coord POSITION # New

BUDGETED POSITION Yes w/ adoption

SALARY GRADE-STEP 25L SALARY \$ 95,961 GRANT FUNDED yes CREATED POSITION Y

JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB new position request

JUSTIFICATION FOR EXEMPTION new position request

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? \$ \_\_\_\_\_

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

JUSTIFICATION DOCUMENTATION ATTACHED? \_\_\_\_\_

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED ✓ NOT RECOMMENDED \_\_\_\_\_

REASON NOT RECOMMENDED \_\_\_\_\_

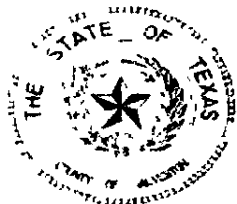
SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 4-10-12

APPROVED \_\_\_\_\_

DOCUMENT ATTACHED AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? \_\_\_\_\_

WHO WILL APPEAR Jan Piveral



COUNTY OF GALVESTON

**CLASSIFICATION TITLE:** CDBG Project Coordinator  
**DEPARTMENT:** Professional Services  
**REPORTS TO:** Budget Director

**PAY GRADE:** 25

**PAY STEP:** \_\_\_\_\_

**Date Created:** March 1, 2012

**Date Revised:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**FLSA STATUS:** XX Exempt      Non-Exempt

**POSITION SUMMARY:** This position coordinates recovery projects arising from natural disasters affecting Galveston County, in particular those projects funded with Hurricane like CDBG (Community Development Block Grant) disaster recovery funds, Rounds One and Two

#### ESSENTIAL FUNCTIONS

- Meets with elected officials, agencies and other interested groups to develop recovery projects post-disaster
- Conducts public meetings with elected officials and citizens to discuss project proposals and implementation
- Works with county departments and/or consultants to develop recovery grant applications to various state and federal funding agencies
- Serves as point of contact for granting agencies from application stage through completion stage of CDBG recovery projects
- Assists Budget Office, County Auditor and County Treasurer with establishment and management of grant budgets for each project
- Develops policies and procedures for recovery projects that involve the general public and business community
- Assists with preparation and payment of invoices, requests for reimbursement, financial and programmatic reporting.
- Assists with overall administration of disaster recovery projects, including those available to eligible individuals and businesses
- Assist with selection of grant consultants, engineering firms, and other agencies and individuals assisting with CDBG recovery projects
- Coordinates with state and federal agencies on recovery issues in disaster situations, such as an approaching hurricane.
- Establishes and maintains grant files for each CDBG recovery project
- Assists with the preparation of documents and reports to inform Commissioners Court, the general public, and granting agencies of status of CDBG recovery projects
- Participates in audit and monitoring visits by granting agencies and coordinates follow-up activities with county departments
- Completes other duties as assigned

#### REQUIRED KNOWLEDGE AND SKILLS

- Comprehensive knowledge of the purposes, principles, terminology, and practices employed in disaster response and recovery
- Comprehensive knowledge of various federal disaster recovery programs and funding sources, including the Community Development Block Grant Program, FEMA, the Department of Homeland Security, the U.S. Small Business Administration, National Oceanic and Atmospheric Administration, the Hazard Mitigation Grant Program and others generally available before and after a natural or man-made disaster
- Comprehensive knowledge of local and state law, procedures, and policies as they relate to disaster recovery grants
- Comprehensive knowledge of federal, state, and local laws, codes, and regulations relevant to the functions of the department
- Comprehensive knowledge of the geography of Galveston County
- Thorough knowledge of administrative planning, management, and supervision as it applies to the position
- Thorough knowledge of the preparation and interpretation of statistical, technical, and narrative reports regarding department activities
- Thorough knowledge and understanding of natural resources and land use in the county as it relates to the functions of the department.
- Skill in performing complex mathematical calculations
- Skill in the use of specialized computer software programs
- Skill in making quick, accurate decisions under pressure.
- Skill in exercising tact and operating with political sensitivity in the public distribution of information

#### PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, walking, stooping, bending, or crouching. The employee may be required to frequently lift light and heavy objects and distinguish between shades of color. The work is typically performed in an office environment or in the field, potentially exposing the employee to inclement weather.

#### SUPERVISORY RESPONSIBILITY

This position may exercise functional supervision over various department and county employees assisting with CDBG grant projects.

#### MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of specialized training in the occupational field, and a baccalaureate degree
- Experience sufficient to thoroughly understand the work of subordinate positions and to be able to answer questions and resolve problems, usually associated with one to three years experience or service
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated